

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1	OF	PAGES 59
2. CONTRACT NO.		3. SOLICITATION NO. N62645-03-R-0004		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 02 Jun 2003		6. REQUISITION/PURCHASE NO. N0016803RCH1103	
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FORT DETRICK MD 21702-9203  TEL: 301-619-2061 FAX: 301-619-2925				CODE N62645		8. ADDRESS OFFER TO (If other than Item 7) CODE			
				<b>See Item 7</b>		TEL: FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".									
<b>SOLICITATION</b>									
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until <u>02:00 PM</u> local time <u>30 Jun 2003</u> (Hour) (Date)									
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME ROBIN C. MORTON		B. TELEPHONE (Include area code) 301-619-3121 (NO COLLECT CALLS)		C. E-MAIL ADDRESS rcmorton@us.med.navy.mil			
<b>11. TABLE OF CONTENTS</b>									
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<b>OFFER (Must be fully completed by offeror)</b>									
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)									
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO (Include area code)		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.			17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>									
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT			21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7)			CODE	25. PAYMENT WILL BE MADE BY			CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:						27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

**IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.**

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Physician FFP The contractor shall perform Emergency Room Physician services for the National Naval Medical Center, Bethesda, MD in accordance with Section C. MILSTRIP: N0016803RCH1103 PURCHASE REQUEST NUMBER: N0016803RCH1103				
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Physician FFP Base Period: 01 October 2003 through 30 September 2004 MILSTRIP: N0016803RCH1103 PURCHASE REQUEST NUMBER: N0016803RCH1103	8,736	Hours		
NET AMT					

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		8,712	Hours		
OPTION	Physician FFP Option Period I: 01 October 2004 through 30 September 2005 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		8,724	Hours		
OPTION	Physician FFP Option Period II: 01 October 2005 through 30 September 2006 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD		8,724	Hours		
OPTION	Physician FFP Option Period III: 01 October 2006 through 30 September 2007 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE		8,724	Hours		
OPTION	Physician FFP Option Period IV: 01 October 2007 through 30 September 2008 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					
	Physician Extenders FFP The contractor shall perform Physician Extenders (Physician Assistant/Nurse Practitioner) services for the National Naval Medical Center, Bethesda, MD in accordance with Section C. MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		2,520	Hours		
	Physician Extenders FFP Base Period: 01 October 2003 through 30 September 2004 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		2,508	Hours		
OPTION	Physician Extenders FFP Option Period I: 01 October 2004 through 30 September 2005 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		2,496	Hours		
OPTION	Physician Extenders FFP Option Period II: 01 October 2005 through 30 September 2006 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD		2,496	Hours		
OPTION	Physician Extenders FFP Option Period III: 01 October 2006 through 30 September 2007 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE		2,520	Hours		
OPTION	Physician Extenders FFP Option Period IV: 01 October 2007 through 30 September 2008 MILSTRIP: N0016803RCH1103				

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NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003		1	Lot		
	Orientation FFP Physician and Physician extenders shall attend 1-2 days orientation in accordance with Paragraph 7 of Section C in this contract.				

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NET AMT

FOB: Destination

## Section C - Descriptions and Specifications

SOWSECTION C - DESCRIPTION/SPECIFICATION/WORK STATEMENT

NOTE 1: The use of Commanding Officer means: Commanding Officer, National Naval Medical Center, Bethesda, MD, or a designated representative, e.g., Contracting Officer's Representative (COR), Department Head, or the head of the activity designated in a particular task order.

NOTE 2: The term contractor means the offeror identified in block 15A of Standard Form 33.

NOTE 3: The term health care worker refers to the individual(s) providing services under this contract.

## STATEMENT OF WORK

1. The contractor shall provide, in accordance with this Section B, individuals who provide comprehensive Emergency Medicine physician services and physician extender (physician assistant/nurse practitioner) services at the National Naval Medical Center, Bethesda, MD.

1.1. Contractor services shall be provided for the treatment of active duty military personnel, retirees, their eligible family members, eligible Navy civilian employees, and other eligible beneficiaries, in accordance with the terms and conditions of this contract.

## 2. SUITS ARISING OUT OF MEDICAL MALPRACTICE

2.1. The health care worker(s) is/are serving at the military treatment facility under a personal services contract entered into under the authority of section 1091 of Title 10, United States Code. Accordingly, section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care workers based on negligent or wrongful acts or omissions incident to performance within the scope of this contract.

2.2. Health care worker(s) providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker(s) receives technical and clinical supervision, guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

2.3. The health care workers are not required to maintain medical malpractice liability insurance.

## 3. DUTY HOURS

3.1. The National Naval Medical Center, Bethesda provides Emergency Medicine services 24 hours per day, 365 days per year (366 days during leap years), including holidays. The Contractor shall provide coverage of emergency medicine physician services and physician extender services in coordination with Navy Emergency Medicine physicians to ensure adequate coverage 24 hours per day.

3.2. Each health care worker shall arrive for each scheduled shift in a well rested condition and shall have had at least six hours of rest from all other duties as an emergency medicine physician or physician extender in any setting immediately prior to reporting for the shift.

3.3. The Navy emergency medicine physicians will provide approximately 216 hours per month of coverage and the remaining coverage required by this section shall be provided by the Contractor emergency medicine physicians and physician extenders.

3.3.1. The Government will submit schedules for the Navy emergency medicine physicians to the Contractor 3 weeks in advance. Based on the Navy emergency medicine physician schedule, the Contractor shall submit their schedule of coverage for the remaining hours of services to the **COR and the** Department Head 2 weeks in

advance. The Contractor schedule shall include sufficient Contractor physicians to ensure that the combination of Navy physicians and Contractor physicians achieves the following levels:

- Two physicians from 1000 to 2200 hours on Saturday, Sunday, and Monday, and
- One physician during all other hours.

3.3.2. Navy and Contractor physicians will equitably share coverage of night, weekend and holiday shifts.

3.3.3. The Contractor shall provide an average of 12 hours of PA/NP coverage Tuesday through Friday each week. The daily schedule for the PA/NP will generally be from 1000 to 2200 hours. The exact schedule will be subject to change by the Government to match patient flow. The exact shift requirements will be provided to the Contractor by the Department Head 3 weeks in advance of each month.

3.4. The Department Head will provide clinical oversight and administrative supervision of the health care workers while on duty.

3.5. In the instance where the Government directs the health care worker to remain on duty in excess of their scheduled shift due to an unforeseen emergency or to complete patient treatment where lack of continuity of care would otherwise jeopardize patient health, the health care worker shall remain on duty. The Government will coordinate with the Contractor on a case-by-case basis with the goal of granting an equal amount of compensatory time to the health care worker to mitigate Contractor overtime. This provision is not intended to apply to the time required to complete routine tasks (e.g., completion of paperwork or routine administrative tasks at the end of a shift) which are to be completed as part of the shift.

#### 4. ABSENCES AND LEAVE

4.1. This contract requires coverage of health care worker services, therefore there are no provisions for leave (annual or sick) for contract employees in this contract.

4.2. The Contractor shall have sufficient qualified reserve personnel so that all services are provided in the event a health care worker scheduled to work becomes ill, resigns, is terminated, or is otherwise unavailable to work. Contract requirements are not mitigated by inclement weather.

4.3. A health care worker with a bona fide medical emergency occurring while on duty or with an on-the-job injury will be provided medical care until the condition is stabilized. The contractor will reimburse the Government for all medical services provided.

4.4. If a health care worker becomes ill or is otherwise unable to fulfill his/her obligation to work, they shall notify the contractor who in turn shall notify the COR.

4.5. The Contractor is responsible for replacing a health care worker who for any reason misses more than 2 hours of a shift.

4.6. The Contractor shall provide replacement coverage by a health care worker who meets not less than the same minimum contract qualifications as the replaced worker and who is approved for work (i.e., has been privileged and satisfactorily completed orientation).

4.7. Furlough. Unless otherwise authorized by a defense appropriations bill, contractors shall not be reimbursed by the Government for services not rendered during a government furlough. In the event of a Government furlough, the Commanding Officer will determine which contract employees are considered critical and therefore must report to work. Contract employees deemed critical shall be compensated for services rendered during a furlough. All other contract employees shall be furloughed until the Government shutdown ends or they are notified by the COR designated that they have become critical employees.



## 5. DUTIES/RESPONSIBILITIES

### 5.1. Physicians.

5.1.1. Provide a wide range of emergency medicine services in accordance with privileges granted by the Commanding Officer.

5.1.2. Provide didactic and bedside clinical teaching in emergency medicine for residents, interns, and medical students. Precept, oversee, direct, and evaluate the residents, interns, and students providing emergency medicine services within the scope of their privileges or responsibilities. Develop and deliver lectures on common emergency medicine topics for morning conferences and grand rounds. Lead informal case reviews (board rounds) at changes of shift. Provide bedside teaching.

5.1.3. Provide training, clinical oversight, and evaluation of healthcare professionals and paraprofessionals who rotate through the Emergency Department. These may include Navy reservists, corpsmen, dental residents, or students such as physician assistants from other institutions.

5.1.4. Provide in-service training sessions for Emergency Department staff.

5.1.5. Serve as an advocate for the rapid, efficient, and appropriate disposition of Emergency Department patients by effectively interacting with consulting house staff and attending physicians from a variety of other medical and surgical services.

5.1.6. Provide clinical direction to emergency medical services personnel (EMTs and EVOC drivers) transporting patients to or from the MTF via ambulance.

5.1.7. Order diagnostic tests as applicable.

5.1.8. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.1.9. Demonstrate awareness of legal issues in all aspects of patient care and unit function and strive to manage situations in a reduced risk manner.

5.1.10. Participate in peer review and performance improvement activities.

5.1.11. Provide training and/or direction as applicable to support Government employees (i.e., hospital corpsmen, students, etc.) assigned to you during the performance of duties.

5.1.12. Participate in continuing education to meet own professional growth.

### 5.2. Physician Assistants

5.2.1. Provide a full range of physician assistant services in accordance with privileges granted by the Commanding Officer (e.g., supervise and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; diagnose, treat, and counsel patients as indicated).

5.2.2. Adhere to NAVMEDCOMINST 6550.5, Utilization Guidelines for Physician Assistants. This instruction includes the following requirements: permits physician assistant ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the Physician Assistant.

5.2.3. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

5.2.4. Order diagnostic tests as applicable.

5.2.5. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.2.6. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

### 5.3. Nurse Practitioners

5.3.1. Provide a full range of Nurse Practitioner services in accordance with privileges granted by the Commanding Officer (e.g., supervise and provide general screening and medical care and examinations of patients for routine, acute and chronic conditions involving any and all organ systems; diagnose, treat, and counsel patients as indicated).

5.3.2. Adhere to NAVMEDCOMINST 6550.4, Utilization Guidelines for Nurse Practitioners (current version). This instruction includes the following requirements: permits Nurse Practitioner ordering and administration of an approved list of drugs according to protocol and requires random review of records of patients seen by the Nurse Practitioner.

5.3.3. Request consultation or referral with appropriate physicians, clinics, or other health resources as indicated.

5.3.4. Order diagnostic tests as applicable.

5.3.5. Prescribe and dispense medications as delineated by the Pharmacy and Therapeutics Committee.

5.3.6. Promote preventive and health maintenance care, including annual physicals, positive health behaviors, and self-care skills through education and counseling.

## 6. FAILURE AND/OR INABILITY TO PERFORM

6.1. If clinical privileges have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance under this contract may be suspended until clinical privileges are reinstated. No reimbursement shall be made and no other compensation shall accrue to the contractor so long as performance is suspended. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

6.2. Any health care worker(s) demonstrating impaired judgment shall be removed from providing healthcare services. The Government reserves the right to remove any employee who, in the judgment of a licensed physician, is impaired by drugs or alcohol.

6.3. Any health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

## 7. ORIENTATION

7.1. Prior to providing service under this contract, the health care worker selected to provide services shall undergo a 1 to 2 day on-site hospital orientation period at the expense of the Government. The Government anticipates the orientation will take place within 30 days prior to contract start. The COR may elect to waive orientation for individuals who have previously worked at NNMCMC Bethesda. The hospital orientation shall include familiarization with the facility complex, assignment of duty schedules, introduction to command rules and regulations, safety and fire regulations, introduction to military protocols such as military structure, time and rank, acquisition of parking permits and clarification of rights and responsibilities.

7.2. Prior to providing service under this contract, each health care worker who is employed by the Contractor after the start date of the contract shall also undergo an emergency medicine services orientation.

7.3. The Government will provide initial one-time training on CHCS.

## 8. GENERAL REQUIREMENTS

8.1. Health care workers shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), Principles of Ethical Conduct for Government Officers and Employees, and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

8.2. Health care workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by health care workers shall be registered with the base security service according to applicable directives. Eating by health care workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

8.3. Health care workers shall comply with all applicable State and local laws and MTF instructions and policies

8.4. Health care workers ARE NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. Health care workers shall make no use of Government facilities or property in connection with such other employment. (NAVMED P-117, Chapter 1-22 applies, available at <http://www.vnh.org/Admin/MMD/001Contents.html>).

8.5. While on duty, health care workers shall not advise, recommend, or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when they are not on duty, or from a partner or group associated in practice with the contractor, except with the express written consent of the Commanding Officer. The Contractor shall not bill individuals entitled to those services rendered pursuant to this contract.

8.6. Health care workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. Health care workers shall display an identification badge which includes the health care worker's full name and professional status (furnished by the Government) on the right breast of the outer clothing. Security badges provided by the Government shall be worn when on duty.

8.7. Health care workers shall read, write, speak, and understand the English language fluently and maintain good communication skills with patients and other healthcare personnel.

8.8. Health care workers shall be physically capable of standing and/or sitting for extended periods of time and capable of normal ambulation.

8.9. Health care workers shall be eligible for U.S. employment. No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.

8.10. Health care workers shall represent an acceptable malpractice risk to the Government.

8.11 Health care workers shall comply with the Health Insurance Portability and Accountability Act (HIPAA) privacy and security policies of the treatment facility.

9. PERSONNEL QUALIFICATIONS. The Contractor shall provide health care workers who meet and maintain not less than the minimum qualifications given in this section.

## 9.1 Physicians

9.1.1. Graduation from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or certification by the Educational Council for Foreign Medical Graduates (ECFMG).

9.1.2. A current, valid, unrestricted license in one of the fifty States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands. The Contractor is responsible for complying with all applicable State licensing regulations.

9.1.3. Current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.1.4. Current certification in Advanced Cardiac Life Support (ACLS).

9.1.5. Current certification in Advanced Trauma Life Support (ATLS).

9.1.6. Current certification in Pediatric Advanced Life Support (PALS).

9.1.7. Current State and Federal (DEA number) narcotics licenses.

9.1.8. One of the following 9.1.8.1 through 9.1.8.2:

9.1.8.1. Board Certified in Emergency Medicine by the American Board of Emergency Medicine or American Osteopathic Association PLUS 1 year of experience as a full-time physician within the last 3 years in an ED with not less than 5,000 annual visits per full-time physician; OR

9.1.8.2. Successful completion of a residency training program in Emergency Medicine approved by the Accreditation Council for Graduate Medical Education or the Committee on Postdoctoral Training of the American Osteopathic Association or those Canadian training programs approved by the Royal College of Physicians and Surgeons of Canada or other appropriate Canadian medical authority within the past two years.

9.1.9. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

## 9.2. Physician Assistant

9.2.1. Graduation from a physician assistant training program accredited by the Accreditation Review Commission on Education of the Physician Assistant (ARC-PA).

9.2.2. Current certification by the National Commission on Certification of Physician Assistants (NCCPA).

9.2.3. Current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.2.4. Possess a minimum of 1 year of Emergency Department experience within the last 3 years OR shall have 2 years of Family Practice clinic experience within the last 3 years.

9.2.5. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

### 9.3. Nurse Practitioner

9.3.1. Graduate of a Masters of Nursing program accredited by the National League for Nursing Accrediting Commission (NLNAC) or the Commission on Collegiate Nursing Education (CCNE).

9.3.2. A current unrestricted license to practice as a registered nurse in one of the fifty states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, or the U.S. Virgin Islands.

9.3.3. Current certification as an Acute Care or Family Nurse Practitioner by the American Nurses Credentialing Center (ANCC) or American Academy of Nurse Practitioners (AANP) .

9.3.4. Current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent.

9.3.5. Possess a minimum of 1 year of Emergency Department experience within the last 3 years OR shall have 2 years of Family Practice clinic experience within the last 3 years.

9.3.6. Provide three letters of recommendation written within the last 2 years. Two of the letters must be from practicing physicians. One of the letters must be from clinic or hospital administrators. Letters must attest to the provider's clinical skills and professionalism and interpersonal skills among patients and staff and must include name, title, phone number, date of reference, address and signature of the individual providing reference.

9.4. Physician Assistants (PAs) and Nurse Practitioners (NPs) shall obtain current certification in Advanced Cardiac Life Support (ACLS) within 3 months following commencement of performance on this contract. No PA/NP shall be scheduled for a shift 3 months following their service start date unless they have achieved ACLS certification. The Government will provide ACLS classes within the Military Treatment Facility (MTF) at no cost to the contractor on a space available basis. However, the contractor shall continue to provide coverage of all required health care worker shifts; attendance at the ACLS class does not constitute coverage of a shift. The payment of compensation to a health care worker attending ACLS class in the MTF is not billable under this contract. The non-availability of ACLS training slots within the MTF does not relieve the contractor of the requirement to achieve ACLS certification for each PA/NP within 3 months and does not excuse non-performance of missed shifts.

### 9.5 Reserved.

### 9.6. Credentials and Privileging.

9.6.1. Upon award, the contractor shall submit to the Professional Affairs Department, via the COR, completed Individual Credentials Files (ICFs) for each healthcare provider. The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in Appendix R of BUMEDINST 6320.66D of Mar 03 and subsequent revisions. ICFs for emergency medicine who do not currently have an ICF at the facility shall be submitted at least 60 days prior to commencement of services. For those emergency medicine physicians and physician extenders who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

9.6.2. Upon receipt of a complete ICF, the COR will forward it to the Professional Affairs Department for approval and credentialing of the individual health care worker. The Professional Affairs Department will ensure the ICF is

complete in accordance with BUMEDINST 6320.66D. The contractor shall not assign an individual to work at the MTF until the health care worker's ICF has been approved.

9.6.3. A copy of BUMEDINST 6320.66D is available at <http://navymedicine.med.navy.mil/instructions/external/6320-66d.pdf>.

9.6.4. The MTF will not privilege more than ten contractor physicians and three contractor physician extenders for service under this contract.

## 10. REGULATORY COMPLIANCE REQUIREMENTS

10.1 Each health care worker shall obtain, at contractor expense, within 60 days prior to start of services, a statement from the health care worker's physician or a report of a physical examination indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described in the task order. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information: "Having performed a physical examination on the person named below on **(insert date)**, the following findings are true and accurate:

1. **(Name of health care worker)** is suffering from no physical disability which would restrict him/her from providing services as a **(specialty)**.

2. **(Name of health care worker)** is not suffering from tuberculosis, hepatitis, sexually transmitted or other contagious diseases which restricts them from providing services as a **(specialty)**. **(Name of health care worker)** has had a current (within 6 months) TB skin test (mantoux) reading or if a known reactor, an evaluation indicating no active disease.

3. **(Name of health care worker)** is considered free from Hepatitis B infection on the basis of having (circle the applicable number):

3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindication only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. **(Name of health care worker)** is considered to have evidence of immunity to Measles, Mumps and Rubella (MMR) by either (circle one): positive antibody titer, evidence of MMR immunization or, documentation of physician-diagnosed MMR.

5. **(Name of healthcare worker)** shows evidence of immunity to varicella by either (circle one): positive antibody titer; evidence of varicella immunization; or a statement of history of chicken pox.

**(signed)**

**Examining Physician**

Examining Physician Information:

Name:

Address:

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

10.2 Except as provided in paragraph C.10.3 no medical tests or procedures required by the contract may be performed at the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

10.3 Further, health care workers shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, performance improvement, or privileging purposes. These examinations will be provided by the Government. If the contractor chooses, these examinations may be provided by private physician or dentist, at no expense to the Government. Additionally the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the Government. Although this vaccine will be provided by the Government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the Government, the health care worker shall be required to show proof of the vaccination. If the health care worker chooses to be immunized by the Government, they shall be required to sign a waiver in accordance with MTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

10.4 For individuals who do not show a positive antibody titer after immunization and appear to have a "non-immune" status, that employee must report varicella exposure to the COR and, in accordance with Centers for Disease Control Recommendations, may need to be removed from patient care duties beginning on the tenth day following exposure and remain away from work for the maximum incubation period of varicella (21 days). In this instance, personnel under this contract who accrue leave will be considered to be in a leave status; all other personnel must be replaced during this period to ensure maintenance of contractually required coverage.

10.5 On an annual basis, healthcare workers must provide a current Purified Protein Derivative (PPD) reading or an evaluation if they are a known PPD reactor. The Contractor is responsible for any expenses incurred for required testing.

10.6 The management of HIV positive health care workers shall be consistent with current Center for Disease Control Guidelines (CDC) guidelines and Section 503 of Rehabilitation Act (29 U.S.C. Section 793) and its implementing regulations (41 CFR Part 60-741).

10.7 The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation which is included in the on-site hospital orientation. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures.

10.8 The health care workers shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

10.9 Health care workers shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by health care workers shall be registered with the base security service according to applicable directives. Eating by health care workers is prohibited in patient care areas/clinics and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

10.10 All financial, statistical, personnel, and technical data which are furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

10.11 The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving, with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he/she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny clinical privileges as well as installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

## 11. CRIME CONTROL ACT OF 1990 REQUIREMENT

11.1. Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to assure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

11.2. The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories.

11.3. Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

11.4. With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

11.5. Contractor employees shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

[SECTION D—PACKAGING AND MARKING  
FOR THE PURPOSES OF THIS SOLICITATION THERE ARE NO CLAUSES IN SECTION D]



## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0001AB	Destination	Government	Destination	Government
0001AC	Destination	Government	Destination	Government
0001AD	Destination	Government	Destination	Government
0001AE	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0002AB	Destination	Government	Destination	Government
0002AC	Destination	Government	Destination	Government
0002AD	Destination	Government	Destination	Government
0002AE	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	DEC 1991

INSPECTION/ACCEPTANCE  
INSPECTION AND ACCEPTANCE

(a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative(s), will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, Ms. Marguerite Walker, is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at: National Naval Medical Center, Bethesda, MD.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001			NATIONAL NAVAL MEDICAL CENTER HEALTH SVCS REQUIREMENTS PO BOX 508 8901 WISCONSIN AVENUE BETHESDA MD 20889-5600 FOB: Destination	N00168
0001AA	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0001AB	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0001AC	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0001AD	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0001AE	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002			(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002AA	POP 01-OCT-2003 TO 30-SEP-2004	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002AB	POP 01-OCT-2004 TO 30-SEP-2005	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002AC	POP 01-OCT-2005 TO 30-SEP-2006	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002AD	POP 01-OCT-2006 TO 30-SEP-2007	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0002AE	POP 01-OCT-2007 TO 30-SEP-2008	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N00168
0003	N/A	N/A	N/A	N/A

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

POP

## PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 01 October 2003 through 30 Sep 2004. The period of performance may be extended in accordance with the provisions set forth in FAR Clause 52.217-9, Option to Extend the Term of the Contract. The Contracting Officer reserves the right to adjust starting and ending dates.

## PLACE OF PERFORMANCE

The services to be furnished under this contract shall be provided at the National Naval Medical Center, Bethesda, MD.

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

INVOICING**INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES****Instructions for specifying electronic invoicing through WAWF:**

The vendor shall self-register at the web site <https://rmb.ogden.disa.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>.

A separate invoice shall be prepared per contract. Do not combine payment claims for services ordered under any other contract within one invoice.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document.

Back up documentation (such as time sheets, etc.) shall be provided and attached to the invoice in WAWF. Attachments may be created in any Microsoft Office product.

The following information regarding NNMC is provided for completion of the invoice in WAWF:

Issuing Office DODAAC: N62645  
Admin DODAAC: N62645  
Inspector DODAAC: N00168  
Acceptor DODAAC: N00168  
LPO DODAAC: N00168  
Pay DODAAC: N68688

The contractor shall submit invoices every two weeks for payment.

The Government shall process invoices every two weeks for payment.

**CONTRACTS POINT OF CONTACT**

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Principal Contracting Officer is Mrs. Robin Morton.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

Naval Medical Logistics Command  
ATTN: Code 02, Mrs. Robin Morton  
1681 Nelson Street  
Fort Detrick, MD 21702-9203  
(301) 619-3121 [no collect calls]

## Section H - Special Contract Requirements

### SECTION H

#### **1. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS**

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

#### **2. RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL**

Without the prior written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any active duty Navy personnel, civilian employees of the Navy, or persons currently performing medical services under other Navy contracts.

#### **3. SUBSTITUTION OF PERSONNEL - AWARDS TO CORPORATIONS ONLY**

(a) The contractor agrees to initiate performance of this contract using only the Health Care Worker(s) whose professional qualifications have been determined technically acceptable by the Government as part of the source selection process.

(b) During contract performance, no personnel substitutions shall be made by the contractor without the express consent of the Contracting Officer. All substitution requests will be processed in accordance with this clause.

(c) No personnel substitutions shall be permitted during the first 60 days of contract performance unless they are necessitated by a Health Care Worker's unexpected illness, injury, death, or termination of employment. Should one of these events occur, the contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. After the initial 60-day period, all substitution requests shall be submitted, in writing, at least 30 days prior to the planned change of personnel. All such requests must provide the information required by paragraph (d) below.

(d) All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute Health Care Worker(s) possess professional qualifications that are equal to or higher than the qualifications of their person(s) to be replaced. In addition, all substitution requests shall include a Certificate of Availability signed and dated by each proposed Health Care Worker, and any other information identified by the Contracting Officer. The Contracting Officer will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

#### **4. LIABILITY INSURANCE**

Before commencing work under a contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The following insurance as referenced in FAR 28.307, is the minimum insurance required:

**4.1** (a) General liability - Bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

**4.2** (b) Automobile liability - Automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

**4.3** (c) Workers' compensation and employer's liability - Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

**5.** The HCW shall comply with the HIPAA (Health Insurance Portability and Accountability Act) privacy and security policies of the treatment facility.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	DEC 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984



52.244-5	Competition In Subcontracting	DEC 1996
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Required Central Contractor Registration	NOV 2001
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.243-7001	Pricing Of Contract Modifications	DEC 1991

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

##### 52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

##### 52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

(End of clause)

## Section J - List of Documents, Exhibits and Other Attachments

SECTION J

<b>ATTACHMENT ATTACHED/BY REF</b>	<b>DESCRIPTION</b>	<b>PAGES</b>	<b>DATE</b>
001	NAVMED P-117	Two (2)	29 Oct 92 x /
002	List of Acceptable Documents that Establish Identity and Employment Eligibility	One (1)	N/A x /
003(a)	Personal Qualifications Sheet (Physicians)	Three (3)	N/A x /
003(b)	Personal Qualifications Sheet (Physician Extenders)	Three (3)	N/A x /
004	Healthcare Worker Certificate of Availability	One (1)	N/A x /
005	Supplemental Pricing Worksheet	One (1)	N/A x /
006	Past Performance Table	One (1)	N/A x /

## LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>	<u>NO. PAGES</u>	<u>DATE</u>	<u>ATTACHED/BY REFERENCE</u>
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(FOR THIS CONTRACT, THERE ARE NO EXHIBITS)

ATTACHMENT 001  
U.S. Navy  
Manual of the Medical Department  
NAVMED P-117  
29 October 1992

Department of the Navy

NAVMED P-117  
CHANGE 107

Subj: Off-duty Remunerative Professional  
Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment maybe withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded an opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be

reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

## ATTACHMENT 002

LISTS OF ACCEPTABLE DOCUMENTS  
SUBMIT ONE FROM LIST A

LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS which contains a photograph (INS Form I-698B)

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying the United States photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state government agencies of entitles contains a photograph or information such as name, date of birth, sex height, eye color, and address
3. School ID card with a photograph

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other a possession of card stating it is not valid for employment) provided it contains a
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350) or local provided it
3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying

4. Voter's registration card
5. U.S. Military card or draft record
6. Military dependant's ID Card
7. U.S. Coast Guard Merchant Mariner Card
8. Native American tribal document
9. Driver's license issued by a Canadian government authority

For persons under age 18 who are unable to present a document listed above;

10. School record or report card
11. Clinic, doctor, or hospital record
12. Day-care or nursery school record

possession of the United States bearing an official seal

4. Native American Tribal document
5. U.S. Citizen ID Card (INS Form I-197)
6. ID Card for use of Resident Citizen in the United States (INS Form I-179)
7. Unexpired employment authorization document issued by the INS (other than those listed under List a).



ATTACHMENT 003(a)

**Personal Qualifications Statement – Emergency Medicine Physician**

1. Every item on the Personal Qualifications Statement (PQS) must be addressed. Please sign and date in each required location. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).
2. The information you provide will be used to determine whether you meet the minimum qualifications required by the solicitation and the extent to which you possess the enhancing qualifications discussed below.
3. After contract award, all of the information you provide will be verified during the credentials review and privileging process. At that time, you will be required to provide documentation verifying your qualifications as specified in BUMEDINST 6320.66D and in accordance with its Appendices B and R. If you submit false information, the following may occur:
  - a) Your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future government contracts.
  - b) You may lose your clinical privileges. If that occurs, an adverse credentialing action report will be forwarded to your State licensing bureau and the National Practitioner Data Bank.
4. Health certification. Individuals providing services under government contracts are required to undergo a physical exam within 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.
5. Practice information:

	<u>YES</u>	<u>NO</u>
a. Have you ever been the subject of a malpractice claim? (indicate final disposition of case in comments)	___	___
b. Have you ever been a defendant in a felony or misdemeanor case? (indicate final disposition of case in comments)	___	___
c. Has your license to practice or DEA certification ever been revoked or restricted in any state?	___	___

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 5a and 5b above and the state of the revocation for number 5c above.

6. Factors to be Used in a Contract Award Decision. The Government will consider certain qualifications in excess of the minimum required qualifications to be an enhancement. This evaluation will be conducted using the information provided on the PQS. Excess qualifications in the areas of board certification, patient care experience, publications and presentations, and emergency medical services (EMS) (ambulance) experience will be considered enhancements as follows:

- a. Board Certification. Physicians who are both residency trained in Emergency Medicine and board certified in Emergency Medicine will be considered an enhancement over those who are not board certified or who were board certified on the basis of practice or residency training in a specialty other than emergency medicine.

b. Patient care experience. Experience as a full-time physician in an Emergency Department with not less than 5000 annual visits per full-time physician for a duration greater than 1 year will be considered an enhancement, with the greater the experience considered the greater the enhancement.

c. Academic and teaching experience. Academic appointment at a medical school as an instructor, assistant professor, associate professor, or professor of emergency medicine will be considered an enhancement, with the higher the level the greater the enhancement. Experience as an attending physician teaching residents or medical students at a community teaching hospital or an academic medical center will be considered an enhancement; experience as an attending faculty physician in an emergency medicine residency program will be a greater enhancement.

d. Publications and presentations. Publications in peer reviewed emergency medicine journals or contributions to emergency medicine textbooks will be considered enhancements. Presentations at emergency medicine conferences will be considered enhancements.

e. EMS experience. Experience as an emergency medical system (EMS) base station physician will be considered an enhancement, with experience as the director of a system considered a greater enhancement.

**7. Health Care Worker Certificate Of Availability:** I have agreed to provide services as a physician at National Naval Medical Center, Bethesda, Maryland as a subcontractor/employee [CIRCLE ONE] for \_\_\_\_\_ [name of contractor firm]. I am available to begin providing these services on \_\_\_\_\_ [date].

Signature \_\_\_\_\_  
Date \_\_\_\_\_

#### **8. Privacy act statement**

Under 5 U.S.C. 552a and executive order 9397, the information provided on this page and the personal qualifications statement is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract. I understand the provisions of the Privacy Act of 1974 and Executive Order 9397 as related to me through the foregoing statement.

Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Personal Qualifications Statement – Emergency Medicine Physician****I. General Information**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
           Last                      First                      Middle

Address: \_\_\_\_\_  
           \_\_\_\_\_  
           \_\_\_\_\_

Phone: \_\_\_\_\_

**Medical Information**YES    NO

- |  |       |       |
|--|-------|-------|
| 1. Do you have any physical or mental impairment that could limit your clinical practice?  | _____ | _____ |
| 2. Have you been hospitalized for any reason during the past 5 years?  | _____ | _____ |
| 3. Are you currently receiving or have you ever received formal mental health therapy or treatment?                                    | _____ | _____ |
| 4. Are you currently receiving, or have you in the past ever received, treatment or therapy for any alcohol or drug-related condition? | _____ | _____ |
| 5. Have you ever been unlawfully involved in the use of controlled substances?   | _____ | _____ |

Provide explanation for each “Yes” answer above:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**II. Professional Education: (Section C.9.1.1 and C.9.1.8.2):**

Medical Degree from: \_\_\_\_\_

(Name of accredited school and location)

Date of degree: \_\_\_\_\_ (mm/dd/yy)

Residency Training: \_\_\_\_\_  
   Specialty                      Date of Completion (mm/dd/yy)

Residency Training: \_\_\_\_\_  
   Specialty                      Date of Completion (mm/dd/yy)

Provide information regarding additional degrees: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

(4)

**V. Academic and Teaching Experience.**

<u>Institution</u>	<u>Position</u>	<u>Dates</u>

**VI. Publications and Presentations.**

<u>Name of Journal or Conference</u>	<u>Title of Article or Presentation</u>	<u>Date</u>

**VII. EMS experience.**

<u>Institution</u>	<u>Position</u>	<u>Dates</u>

**VIII. Current Navy contracts.**

Are you are currently employed on a navy contract? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," where is your current contract and what is the position? \_\_\_\_\_ When does the contract expire? \_\_\_\_\_

**IX. Employment eligibility:**

Do you meet the requirements for U.S. Employment Eligibility? Yes \_\_\_\_\_ No \_\_\_\_\_

**X.** I hereby certify the information provided in this PQS to be true and accurate. I further acknowledge that I will submit, in accordance with provisions of the solicitation, evidence of my qualifications, including letters of recommendation, as part of my application for clinical privileges.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## ATTACHMENT 003(b)

**Personal Qualifications Statement – Physician Assistant and Nurse Practitioner**

1. Every item on the Personal Qualifications Statement (PQS) must be addressed. Please sign and date in each required location. Any additional information required may be provided on a separate sheet of paper (indicate by number and section the question(s) to be addressed).
2. The information you provide will be used to determine whether you meet the minimum qualifications required by the solicitation
3. After contract award, all of the information you provide will be verified during the credentials review and privileging process. At that time, you will be required to provide documentation verifying your qualifications as specified in BUMEDINST 6320.66D and in accordance with its Appendices B and R. If you submit false information, the following may occur:
  - a) Your contract may be terminated for default. This action may initiate the suspension and debarment process, which could result in the determination that you are no longer eligible for future government contracts.
  - b) You may lose your clinical privileges. If that occurs, an adverse credentialing action report will be forwarded to your State licensing bureau and the National Practitioners Databank.
4. Health certification. Individuals providing services under government contracts are required to undergo a physical exam within 60 days prior to beginning work. The exam is not required prior to award but is required prior to the performance of services under contract. By signing this form, you have acknowledged this requirement.

5. Practice information:

- |  | <u>YES</u> | <u>NO</u> |
|--|------------|-----------|
| a. Have you ever been the subject of a malpractice claim?<br>(indicate final disposition of case in comments)          | ___        | ___       |
| b. Have you ever been a defendant in a felony or misdemeanor case?<br>(indicate final disposition of case in comments) | ___        | ___       |
| c. Has your license to practice or DEA certification ever been revoked<br>or restricted in any state?                  | ___        | ___       |

If any of the above is answered "yes" attach a detailed explanation. Specifically address the disposition of the claim or charges for numbers 5a and 5b above and the state of the revocation for number 5c above.

**7. Health Care Worker Certificate Of Availability:** I have agreed to provide services as a physician assistant/nurse practitioner [CIRCLE ONE] at National Naval Medical Center, Bethesda, Maryland as a subcontractor/employee [CIRCLE ONE] for \_\_\_\_\_ [name of contractor firm]. I am available to begin providing these services on \_\_\_\_\_ [date].

Signature \_\_\_\_\_  
Date \_\_\_\_\_

**8. Privacy act statement**

Under 5 U.S.C. 552a and executive order 9397, the information provided on this page and the personal qualifications statement is requested for use in the consideration of a contract; disclosure of the information is voluntary; failure to provide information may result in the denial of the opportunity to enter into a contract. I understand the provisions of the Privacy Act of 1974 and Executive Order 9397 as related to me through the foregoing statement.

Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Personal Qualifications Statement – Physician Extenders****I. General Information**

Name: \_\_\_\_\_ SSN: \_\_\_\_\_  
                     Last                      First                      Middle

Address: \_\_\_\_\_  
                     \_\_\_\_\_  
                     \_\_\_\_\_

Phone: \_\_\_\_\_

**Medical Information**

1. Do you have any physical or mental impairment that could limit your clinical practice? Yes \_\_\_\_\_ No \_\_\_\_\_
2. Have you been hospitalized for any reason during the past 5 years? Yes \_\_\_\_\_ No \_\_\_\_\_
3. Are you currently receiving or have you ever received formal mental health therapy or treatment? Yes \_\_\_\_\_  
No \_\_\_\_\_
4. Are you currently receiving, or have you in the past ever received, treatment or therapy for any alcohol or drug-related condition? Yes \_\_\_\_\_ No \_\_\_\_\_
5. Have you ever been unlawfully involved in the use of controlled substances? Yes \_\_\_\_\_ No \_\_\_\_\_

Provide explanation for each “Yes” answer above:

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**II. Professional Education: (Section C.9.2.1 or C.9.3.1):**

Training Program: \_\_\_\_\_

(Name of accredited school and location)

Completion Date of Training: \_\_\_\_\_ (mm/dd/yy)

**III. Professional Licensure and Certification. (List each required license and certification; see Sections C.9.2.2 and C.9.2.3, or C.9.3.2, C.9.3.3, and C.9.3.4 of the solicitation):**

<b><u>License and/or Certification</u></b>	<b><u>Issuing Agency/State</u></b>	<b><u>Date of License/Certification</u></b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Do you currently hold the following required certification?



**BLS:** Yes \_\_\_\_\_ No \_\_\_\_\_ If "No," certify by initialing that you will acquire certification prior to submitting your application for privileges \_\_\_\_\_.

**IV. Professional Employment:** List your current and preceding employers.

<u>Name and address of present employer</u>	<u>From</u>	<u>To</u>	<u>Position held</u>
---	-------------	-----------	----------------------

(1)

Names and addresses of preceding employers

<u>From</u>	<u>To</u>	<u>Position held</u>
-------------	-----------	----------------------

(2)

<u>From</u>	<u>To</u>	<u>Position held</u>
-------------	-----------	----------------------

(3)

<u>From</u>	<u>To</u>	<u>Position held</u>
-------------	-----------	----------------------

(4)

**V. Current Navy contracts.**

Are you are currently employed on a navy contract? Yes \_\_\_\_\_ No \_\_\_\_\_ If "Yes," where is your current contract and what is the position? \_\_\_\_\_ When does the contract expire? \_\_\_\_\_

**VI. Employment eligibility:**

Do you meet the requirements for U.S. Employment Eligibility? Yes \_\_\_\_\_ No \_\_\_\_\_

**VII.** I hereby certify the information provided in this PQS to be true and accurate. I further acknowledge that I will submit, in accordance with provisions of the solicitation, evidence of my qualifications, including letters of recommendation, as part of my application for clinical privileges.

Signature \_\_\_\_\_

Date \_\_\_\_\_

---

Signature and title	Date
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**SUPPLEMENTAL PRICING WORKSHEET**

This supplemental pricing worksheets shall be completed in accordance with requirements of Section L. This worksheet requires two sets of data: (1) information regarding the minimum compensation rates to be paid to by the offeror to any health care worker in this labor category/CLIN/location; considering all health care workers to be utilized and all hours of services to be performed. If the Government has included SLINs under specific CLINs, these SLINs may have separately priced Supplemental Pricing Worksheets (recognizing different geographic locations) or consolidated priced Supplement Pricing Worksheet. The Contracting Officer will use the minimum compensation information to determine the price realism of the proposed compensation. The Contracting Officer will use the average compensation information to ensure the contractor can recruit and retain health care workers. A separate supplemental pricing worksheet for each the labor category within each CLIN/SLIN.

- |  |   |  |
|--|---|--|
| i. Hourly Rate (direct compensation to the HCW)<br>(expressed in dollars and cents.) | Minimum<br>compensation for<br>HCWs in this labor<br>category . | Average<br>compensation for<br>HCWs in this labor<br>category. |
| ii. *Fringe Benefits (expressed in dollars and cents)                                |   |  |

**Total Health Care Worker Compensation per hour.**

\*Fringe Benefits include non-cash compensation provided to employees (including that necessary to comply with Department of Labor compensation requirements), such as 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentive.

Other fringe benefits offered but NOT included in the fringe benefits rate above (please specify and describe the value of the benefit):

NOTES regarding source information.

## ATTACHMENT 006

Column (a) Contract Number	Column (b) Brief description of services provided under the contract and the relevance of those services to solicitation requirements.	Column (c) Number and type of employees provided under the contract.	Column (d) Location of services AND Dates of Services	Column (e) Name, telephone number, and title of a verified point of contact at the entity where services were provided..

The contractor shall complete the above table by including information about not more than **three** of their previous/current contracts which are most relevant to the solicitation requirements. In order to be considered relevant the services must have been provided within the last **five** years. The most relevant contracts will be those which most closely match the solicitation requirements in terms of scope (the clinical environment required by the contract), magnitude (numbers of personnel provided), and complexity (range of labor categories provided under the contract). **It is permissible for the completed table to extend to additional pages.**

Following the above table, **the offeror shall provide the following additional information** for each contract:

1. A discussion of the number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken, and the effectiveness of the corrective action.
2. A discussion of noteworthy successes, accomplishments, awards, or commendations achieved during the referenced experience and any other information the offeror considers relevant to its corporate experience.

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Table of Contents		

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, Title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment

reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

\_\_\_ TIN: \_\_\_\_\_

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other \_\_\_\_\_

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(End of provision)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ( ) is a women-owned business concern.

(End of provision)

#### 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ( ) has not ( ), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.



(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

#### 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

#### 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE

52.204-6	Data Universal Numbering System (DUNS) Number	JUN 1999
52.215-1	Instructions to Offerors--Competitive Acquisition	MAY 2001
52.237-1	Site Visit	APR 1984
52.252-1	Solicitation Provisions Incorporated By Reference	FEB 1998
252.204-7001	Commercial And Government Entity (CAGE) Code Reporting	AUG 1999

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

(End of clause)

## 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVAL MEDICAL LOGISTICS COMMAND  
ATTN: CODE 02 (MRS. ROBIN MORTON)  
1681 NELSON STREET  
FORT DETRICK, MD 21702-9203

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

INSTRUCTIONS

## SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

## PROPOSAL CONTENT AND INSTRUCTIONS FOR PREPARATION OF PROPOSALS

Introduction and Purpose - This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to ensure a certain degree of uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is legible and comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Legibility, clarity,

completeness, and responsiveness are of the utmost importance. Proposals shall be in the form prescribed by, and shall contain a response to, each of the areas identified in this Section. Any proposal which does not provide, as a minimum, that which is required in this solicitation may be determined to be substantially incomplete and not warrant any further consideration. A complete proposal, including both Technical and Business, shall be submitted by the closing date specified in Section A of the solicitation.

Volume I: Technical Proposal. The Technical Proposal shall be in three parts: Past Performance, Management Plan, and Proposed Personnel. In accordance with electronic submission requirements given in this section, the offeror shall submit the following:

a. Past Performance.

(1) The offeror shall complete and submit the table at Section J, Attachment 6 by including information about not more than three of their previous/current contracts that are most relevant to the requirements of the solicitation. In order to be considered relevant the services must have been provided within the last 5 years. The most relevant contracts will be those which most closely match the solicitation requirements in terms of scope (the clinical environment required by the contract), magnitude (numbers of personnel provided), and complexity (range of labor categories provided under the contract). In selecting the most relevant contracts, the offeror may include contracts that demonstrate the prior experience of corporate officials or subcontractors/teaming partners who will be performing in support of the contract resulting from this solicitation.

(2) If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance.

(3) The offeror's past performance information must include the table at Attachment 6 with the following information on each past or current contract:

(a) Column (a) Provide the contract number(s).

(b) Column (b) Insert a brief description of services you provided under this contract. If relevance is not apparent, provide supplemental information to clearly demonstrate the relevance.

(c) Column (c) Number and type of health care workers provided, e.g., 2 emergency medicine physicians; 3 physician assistants; 2 nurse practitioners. List all categories provided under the contract.

(d) Column (d) Location and dates of services provided.

(e) Column (e) Name, organization and telephone number of a verified point of contact at the entity where services were provided.

(f) Additional information. Following the chart, the offeror shall provide the following additional information:

1. A discussion of the number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken, and the effectiveness of the corrective action.

2. A discussion of noteworthy successes, accomplishments, awards, or commendations achieved during the referenced experience and any other information the offeror considers relevant to its corporate experience.

b. Management Plan. The offeror should describe the management policies and implementation plan which will be utilized to ensure timely, effective, and complete start-up and continuity of the services required by the solicitation. The offeror should demonstrate their capability to effectively commence and continue contract services by discussing the corporate personnel who will be responsible for start-up and ongoing management of services, the tasks they will perform, and the schedule for accomplishing those tasks. The discussion should include

plans for personnel recruitment and retention, compliance with credentialing requirements, and personnel scheduling and substitution.

c. Proposed Personnel. The offeror shall submit a completed Personal Qualifications Statement (PQS) (Attachment 3) for each of a minimum of three emergency medicine physicians and two physician extenders (Physician Assistant/Nurse Practitioner) who meet the qualifications in Section and will be providing services under the resulting contract.

d. Offerors are cautioned not to include any pricing or cost information in any portion their technical proposal. Note that this exclusion does not apply to presentation of the results of the offeror's recruitment market survey or price information for Past Performance contracts.

Volume II: Business Proposal. In accordance with electronic submission requirements given in this section, the offeror shall submit the following:

- a. Completed Standard Form 33.
- b. Acknowledgment of any amendments issued by the Government prior to the receipt of proposals.
- c. Completed SECTION K - Representations, Certifications and Other Statements of Offerors of this Solicitation.
- d. Completed Health Care Worker Certificates of Availability (Attachment 004) for each PQS submitted.
- e. The offeror shall complete a Supplemental Pricing Worksheet (SPW) (Attachment 005) for each separately priced CLIN/SLIN. The information provided in the SPW will be used to determine price realism during the evaluation of the offeror's proposal.

#### PROPOSAL FILE SUBMISSION

a. The Technical Proposal and Business Proposal shall be submitted electronically. Upon receipt of the electronic files from the Contracting Officer, the offeror's proposal shall be submitted on 2 offeror-provided 3.5" diskettes or CD-ROM(s) (all hereafter referred to as "diskettes"). The offeror is responsible for ensuring that submitted diskettes are neither physically damaged nor contain corrupted files such that they are not readable by the Government. The offeror shall ensure that the two sets of diskettes are identical.

#### EVALUATION FACTORS

- a. The combination of Technical Proposal factors (Past Performance, Management Plan, and Proposed Personnel) are significantly more important than the combined Business Proposal evaluation factors (Completeness, Reasonableness, and Realism).
- b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest priced offer. Offerors are cautioned that each initial offer should contain the offeror's best terms.
- c. The Government may set the competitive range following evaluation of technical and business proposals and conduct discussions with remaining offerors. Discussions may be in person, by telephone, or in writing at the discretion of the contracting officer.

Volume I. Technical Proposal Evaluation.

Technical Proposals submitted in response to this solicitation will be evaluated in accordance with the three technical factors listed below. In the evaluation of all offeror's proposals, Past Performance, Management Plan, and Proposed Personnel are of equal importance.

a. Past Performance Information

- (1) The Government will evaluate the information provided per Section J, Attachment XII and any other supplemental information submitted by the offeror.
- (2) Based on the quantity and quality of the offeror's past performance, the Government will assess the risk to the Government of future non-performance of solicitation requirements by the offeror.
- (3) Greater consideration will be given to experience that is most relevant to the RFP.
- (4) The Government will not restrict its past performance evaluation to information submitted by offeror but will also consider any other relevant information in its possession.
- (5) The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

b. Management Plan

- (1) The Government will evaluate the offeror's proposal for completeness, whether it is specific and capable of achieving the requirements, and for the quality of the plans and capabilities to assess the risk to the Government of future non-performance of solicitation requirements.
- (2) The Government will not assume that the offeror possesses any capability or qualification unless it is specified in the proposal.

c. Proposed Personnel

- (1) The Government will evaluate the submitted PQSs to determine whether the proposed physicians meet the minimum qualification standards in the solicitation.
- (2) The Government will consider the offer of personnel with certain qualifications in excess of the minimum required qualifications to be an enhancement. This evaluation will be conducted using the information provided in the PQSs. Excess qualifications in the areas of board certification, patient care experience, academic and teaching experience, publications and presentations, and emergency medical services (EMS) (ambulance) experience will be considered enhancements as follows:

(a) Board Certification. Physicians who are both residency trained in Emergency Medicine and board certified in Emergency Medicine will be considered an enhancement over those who are not board certified or who were board certified on the basis of practice or residency training in a specialty other than emergency medicine.

(b) Patient care experience. Experience as a full-time physician in an Emergency Department with not less than 5000 annual visits per full-time physician for a duration greater than 1 year will be considered an enhancement, with the greater the experience considered the greater the enhancement.

(c) Academic and teaching experience. Academic appointment at a medical school as an instructor, assistant professor, associate professor, or professor of emergency medicine will be considered an enhancement, with the higher the level the greater the enhancement. Experience as an attending physician teaching residents or medical students at a community teaching hospital or an academic medical center will be considered an

enhancement; experience as an attending faculty physician in an emergency medicine residency program will be a greater enhancement.

(d) Publications and presentations. Publications in peer reviewed emergency medicine journals or contributions to emergency medicine textbooks will be considered enhancements. Presentations at emergency medicine conferences will be considered enhancements.

(e) EMS experience. Experience as an emergency medical system (EMS) base station physician will be considered an enhancement, with experience as the director of a system considered a greater enhancement.

## Volume II. Business Proposal Evaluation.

Adequate price competition is expected for this acquisition. The Business Proposal will be evaluated with consideration to the following factors:

- a. Completeness. All price information required by the RFP has been submitted and tracks to Section B.
- b. Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.
- c. Realism. The offeror's CLIN prices and information provided on the Supplemental Pricing Worksheets will be used to determine price realism and to aid in the evaluation of the offeror's proposal. The offeror's CLIN prices and the Supplemental Pricing Worksheets will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance. The Contracting Officer will use the average compensation information to ensure the contractor can recruit and retain health care workers.

## REVIEW OF AGENCY PROTESTS

The Contracting activity, Naval Medical Logistics Command, will process agency protests in accordance with the requirements set forth in FAR 33.101(d).

Pursuant to FAR 33.101(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or a protester may appeal a decision rendered by a Contracting Officer to the appropriate reviewing authority.

The reviewing author for Mrs. Robin Morton is Ms. Marylee Renna, Naval Medical Logistics Command, Code 02, Director of Acquisition Management Directorate, 1681 Nelson Street, Fort Detrick, MD 21702-9203. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "Contracting Officer" or the "Reviewing Official".

Officers should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.



## Section M - Evaluation Factors for Award

### SECTION M

#### EVALUATION AND BASIS FOR AWARD

The Government will make award to the responsible offeror submitting a proposal that is determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Past Performance, the Management Plan, and Proposed Personnel and the Business Proposal submitted by each offeror. Award under this procurement will be made to the offeror determined to be the best value to the Government.

#### EVALUATION FACTORS

- a. The combination of Technical Proposal factors (Past Performance, Management Plan, and Proposed Personnel) are significantly more important than the combined Business Proposal evaluation factors (Completeness, Reasonableness, and Realism).
- b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest priced offer. Offerors are cautioned that each initial offer should contain the offeror's best terms.
- c. The Government may set the competitive range following evaluation of technical and business proposals and conduct discussions with remaining offerors. Discussions may be in person, by telephone, or in writing at the discretion of the contracting officer.

#### Volume I. Technical Proposal Evaluation.

Technical Proposals submitted in response to this solicitation will be evaluated in accordance with the three technical factors listed below. In the evaluation of all offeror's proposals, Past Performance, Management Plan, and Proposed Personnel are of equal importance.

##### a. Past Performance Information

- (1) The Government will evaluate the information provided per Section J, Attachment XII and any other supplemental information submitted by the offeror.
- (2) Based on the quantity and quality of the offeror's past performance, the Government will assess the risk to the Government of future non-performance of solicitation requirements by the offeror.
- (3) Greater consideration will be given to experience that is most relevant to the RFP.
- (4) The Government will not restrict its past performance evaluation to information submitted by offeror but will also consider any other relevant information in its possession.
- (5) The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance.

##### b. Management Plan

- (1) Based on the responsiveness, specificity, realism, and quality of the plans and capabilities demonstrated within the offeror's proposal, the Government will assess the risk to the Government of future non-performance of solicitation requirements by the offeror.

(2) The Government will not assume that the offeror possesses any capability or qualification unless it is specified in the proposal.

c. Proposed Personnel

(1) The Government will evaluate the submitted PQSs to determine whether the proposed physicians meet the minimum qualification standards in the solicitation.

(2) The Government will consider the offer of personnel with certain qualifications in excess of the minimum required qualifications to be an enhancement. This evaluation will be conducted using the information provided in the PQSs. Excess qualifications in the areas of board certification, patient care experience, academic and teaching experience, publications and presentations, and emergency medical services (EMS) (ambulance) experience will be considered enhancements as follows:

(a) Board Certification. Physicians who are both residency trained in Emergency Medicine and board certified in Emergency Medicine will be considered an enhancement over those who are not board certified or who were board certified on the basis of practice or residency training in a specialty other than emergency medicine.

(b) Patient care experience. Experience as a full-time physician in an Emergency Department with not less than 5000 annual visits per full-time physician for a duration greater than 1 year will be considered an enhancement, with the greater the experience considered the greater the enhancement.

(c) Academic and teaching experience. Academic appointment at a medical school as an instructor, assistant professor, associate professor, or professor of emergency medicine will be considered an enhancement, with the higher the level the greater the enhancement. Experience as an attending physician teaching residents or medical students at a community teaching hospital or an academic medical center will be considered an enhancement; experience as an attending faculty physician in an emergency medicine residency program will be a greater enhancement.

(d) Publications and presentations. Publications in peer reviewed emergency medicine journals or contributions to emergency medicine textbooks will be considered enhancements. Presentations at emergency medicine conferences will be considered enhancements.

(e) EMS experience. Experience as an emergency medical system (EMS) base station physician will be considered an enhancement, with experience as the director of a system considered a greater enhancement.

Volume II. Business Proposal Evaluation.

Adequate price competition is expected for this acquisition. The Business Proposal will be evaluated with consideration to the following factors:

a. Completeness. All price information required by the RFP has been submitted and tracks to Section B.

b. Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.

c. Realism. The offeror's CLIN prices and information provided on the Supplemental Pricing Worksheets will be used to determine price realism and to aid in the evaluation of the offeror's proposal. The offeror's CLIN prices and the Supplemental Pricing Worksheets will be examined to identify unusually low price estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

